



SCFA™

Strategic Capitalization Facility Agreement™

Project:

Maeva Club Manzanillo Maeva Mexico

Amount:

Project Promoter:

Date:

December 4th.. 2008

This SCFA™ Strategic Capitalization Facility Agreement™ ("Agreement") is entered into as of this December 4th. 2008, by and between
, and IDC™ International Development Corporation™, Limited a United Kingdom incorporated international Holding Company ("IDC™"), being part of the multinational group of companies of IDC International Development Corporation™. The CLIENT and IDC™ are referred to herein individually as a "party" and collectively as the "parties." The parties acknowledge the following factual recitals:

a). The CLIENT has a project under his respective granted power of attorney to acquire on behalf of a specific client the **MAEVA CLUB RESORT MANZANILLO** in Mexico, which at the present time is in foreclosure / bank receivership.

b). IDC™ is a multinational group of companies, specialized in the development, capitalization, implementation, administration and operation of projects in different industry segments of markets & industries worldwide, being considered and accredited as "institutional investor". having its core activities concentrated in developing countries aiming to provide economic growth & stability for low income communities.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

The term of this MOU shall expire ninety (90) days after notice of termination by either party, unless extended in writing by either party. Upon termination of this SCFA, the obligation to proceed with the matters set forth herein shall terminate without penalty, liability or obligation to the other and, exclusive of monies owed under Section 5 of this SCFA, any monies paid by a party shall be returned to that party.

1. Strategic Capitalization

1.1 Subject to the conditions set forth in Section 2 below, IDC™ agrees to provide [REDACTED] to the CLIENT in the form of a SCFA™ Strategic Capitalization Facility™. Such funds shall be provided to the CLIENT in one payment of [REDACTED] within a maximum of 90 days hereof. The CLIENT shall acknowledge the amount and date of the disbursement of the Strategic Capitalization funds by providing a receipt of payment to IDC™ when CLIENT has received cleared funds (the "Fully Disbursed Date"). In addition, and subject to the rights of repurchase stated herein, IDC agrees to purchase and Client Agrees to sell 45 % of equity in the Clients acquisition target the MAEVA CLUB RESORT MANZANILLO, Mexico.

Capitalization disbursements under this agreement shall be made to the following banking particulars of the CLIENT:

Bank:
Account Name:
Swift:
Address:
IBAN:
Type:	USD current account

If for any reason the Strategic Capitalization is not fully disbursed within 90 days after the first advance of funds, then for purposes of this Agreement the Fully Disbursed Date shall be the date which is 90 days after date the Company first received cleared funds from Investor. Any funds received at that date in an amount less than the full [REDACTED], shall be deemed to be pro-rated for any benefits noted herein; provided that if, through no fault of Client, the entire USD [REDACTED] is not disbursed to Client within the Fully Disbursed Date, Client shall have a one time option, exercisable in writing within 15 days after the Fully Disbursed Date, to give notice its right cancel the SCFA™ and refund the monies advance without penalty, liability or obligation to the other for any interest, bonus or profits, unless the entire USD [REDACTED] is disbursed within thirty (30) days after such notice is delivered.

1.2 A principal reduction in the Strategic Capitalization amount can occur anytime from the profits of the company and is at CLIENT' s discretion as to amount of disbursement and timing. At no time however can CLIENT make disbursements (dividends) other than from its profits, and set aside a minimum of **45%** of annual profits ("profits" to be defined to permit a reasonable working capital reserve) to an investor (IDC™) disbursement account and paid to the investor (IDC™) as accumulations warrant until such time as the Strategic Capitalization is repaid in full. It is understood, that profit / dividend payments shall commence after a grace period of 6 consecutive month of taking over commercial operations of the Clients MAEVA Club resort Manzanillo in Mexico.

1.2.1 The CLIENT will pay the investor a deferred bonus of 35% of the original Strategic Capitalization. This interest is in addition to the original Strategic Capitalization. The payment and accumulation of the bonus is treated the same as the Strategic Capitalization Principle payments, noted in section 1.2.of this agreement.

1.2.2 IDC™ will once the original Strategic Capitalization and the Bonus has been paid, have its economic interest / equity in the CLIENT' s project company reduced from originally **45 %** to **25 %**, against the payment of share value at present market price by Client. At this time IDC™ participates with 25 % economic interest / equity as any other shareholder does in the Client' s project company.

1.3 IDC™ acknowledges and agrees that the Strategic Capitalization and the Bonus described herein shall constitute a general secured liability of the CLIENT, and shall be secured by means of the CLIENT issuing a respective corporate Bill of Exchange / Promissory Note, issued in an amount of equal to 135 % of IDC™' s nominal investment value with a term of five (5) years, provided that the SCFA™ shall permit prepayment without penalty.

1.4 Payments of Strategic Capitalization and the Bonus payments shall be made in lawful money of the USD at any European Correspondent bank of IDC™, as IDC™ may denominate.

1.5 The CLIENT, its Principles, Partners & Management hereby will refrain from competing in activities & actions, or otherwise operating an organization that would cause direct competition to CLIENT in Joint Venture with IDC™ during the term of this agreement.

Furthermore, the CLIENT, on behalf of itself and its Principles, Partners & Management hereby declares under penalty of perjury with joint & individual responsibility, - to act within a standard of care equivalent to the standard imposed by the laws of England and Wales upon directors of corporations in the management of positive income / profit development of all assets, which shall be acquired under & with the IDC™ capitalization facility referenced herein.

2. Right of First Refusal:

If, prior to IDC™'s satisfaction of his Strategic Capitalization obligations to the CLIENT, the CLIENT locates another investor who wishes to fund the CLIENT's capital requirements, whether or not on the terms contemplated by this Agreement, the CLIENT shall notify IDC™ of the CLIENT's intention to accept the new investor's proposal. From receipt of such notice, IDC™ shall have a right of first refusal for 30 (Thirty) days to notify the CLIENT of IDC™'s intention to match the offer by the new investor or fund the same amount as proposed by the new investor under the terms of this Agreement. IDC™ shall then have 10 days from the date of his notice to the Company to advance the required funds.

3. Implementation of Capitalization Facility

CLIENT and IDC™ hereby agree, that the respective capitalization facility described herein, shall be arranged subject to CLIENT's approval for and implemented by means of the below underlined procedures:

a). IDC™ shall register / form under the jurisdiction of the United Kingdom (London) a respective SPV "designated investment vehicle" / special purpose holding company. Same "designated investment vehicle" shall be registered as company, limited by shares.

b). A designated person as appointed by the CLIENT shall serve as the general director to such SPV "designated investment vehicle" / special purpose holding company. A designated person of IDC™ shall serve as the company secretary to such "designated investment vehicle" / special purpose holding company.

c). The SPV "designated investment vehicle" / special purpose holding company shall then acquire by means of reverse merger a respective available public listed & traded shelf company on the AIM (Alternative Investment Markets) www.londonstockexchange.com public exchanges in the UK or the Cayman exchanges www.csx.com.ky.

d). IDC™ then shall inject as initial capital infusion the herein contracted capitalization investment in the amount of USD80,000,000.00 into & in favor of the SPV "designated investment vehicle" / special purpose holding company.

e). The SPV "designated investment vehicle" / special purpose holding company shall now sign a respective equity / shares subscription agreement with the Client in Mexico, releasing initial capitalization funds of against assignment of equity / economical interest as per attached capitalization disbursement schedule.

f). The SPV "designated investment vehicle" / special purpose holding company shall then structure and implement its own corporate bond offering,

which shall be based on 2nd round capitalization needs of the Client. Under same corporate bond offering, the special purpose holding company shall place corporate debentures / bonds on the European Capital markets, whereby same corporate debt instruments shall be issued under a 5 (Five) to 7 (Seven) years fixed term, offering between 7.5 % - 11.5 % interest payment per year to its institutional investors, as per CLIENT' s requirements for 2nd round & expansion capital. IDC TM shall serve as market maker & guarantor for same corporate bond program.

The corporate bond program shall be denominated in the currency of USD or EURO, as per mutual agreement between IDCTM and Client. The proceeds of the corporate bond program shall be loaned to Client on substantially the same terms as provided in the bond.

g). The name of the designated investment vehicle shall be **Maeva Resort Capital Corporation, Limited**, further called **MRCC**.

4. Guarantees I Collateral

a). The CLIENT shall issue in favor of IDCTM a respective corporate Bill of Exchange / Promissory Note, to be issued equal to the amount of 135 % of IDC' s nominal investment value.

b). IDCTM shall have the right of first lien – mortgage on any and all real estate, equipment / technology as well as on any applicable concession rights and royalty payments. Any applicable rights to exercise such a lien / mortgage title shall become into force only - if the client is in default to return at least 135 % of IDCTM ' s initial investment during the first 5 consecutive years of the project.

5. Expenses Contribution Payment

a). The overall expenses in order to register / form the "designated investment vehicle / special purpose holding company" & in order to make any and all arrangements for the capitalization facility described herein, are structured into 3 parts.

A1). Basic Registration of Investment Vehicle MRCC Registration of MRCC with specialized Memorandum of Association, SIC, VAT, CUSIP, D&B and other applicable registration procedures, expenses = **37,500.00 USD**

A2). Reverse Merger Acquisition of AIM Shelf Corp. Reverse Merger Acquisition of clean AIM listed and traded shelf company, including registration of name change, directors & articles provisions for MRCC. Overall legal expenses and acquisitions costs = **0.00**

A3). MRCC Corporate Joint Account Establishment Establishing full legalized documentation of MRCC including auditor reference, in order to establish a jointly controlled corporate transaction account with a European commercial bank, in order to deposit and receive the initial capitalization of IDC in the amount of 80 Million USD. Legal fees & initial account deposit of 100,000.00 USD which at a later stage can be used, amount to = **0.00**

*Note: (It is understood that the expenses contribution payment **A3** can be waived / substituted by means of using the IDC™ Initial Capitalization as account opening & activation deposit).*

CLIENT hereby agrees, to render respective expenses contribution payments equal to 50 % of the herein referenced professional & legal expenses in one stage, as per expenses schedule outlined herein.

c). The expenses contribution payments of the client shall be 100 % refundable, in the case that due to IDC' s default the capitalization facility herein described shall not be realized.

d). The expenses contribution payment referenced herein shall be due against respective detailed corporate invoices of IDC™, with the expenses contribution payment (**A1**) referenced herein payable at such time, as this agreement has been accepted for & countersigned between parties hereto.

6. Limitations & Future Shareholder Structure

IDC™ is to remain shareholder, silent partner with 25 % of equity participation for a duration of at least 5 (Five) consecutive years, starting from the date of which 135 % of nominal investment values have been returned from the CLIENT' s companies profits to IDC, after which CLIENT may exercise its right of first refusal to purchase 10 % of overall equity from IDC™ at market price, leaving IDC™ with a **15 % minority equity participation** as ongoing shareholder / silent partner in the CLIENT' s company. IDC™ hereby declares & irrevocably accepts, that IDC™ shall have **NO** right to sell any of its equity, shareholdings in the CLIENT to any 3rd. party, without the CLIENT' s written authorization, with such right of first refusal and standard for denial of authorization to be set forth in applicable stock subscription agreement.

7. Notices & Communications

All notices required to be given under this Agreement shall be given in writing; or may be sent by email to CLIENT or IDC™ and shall be effective when actually delivered or five (5) calendar days after being deposited with a nationally recognized overnight courier postage prepaid,

addressed to the party to whom the notice is to be given at the address shown below:

if to the **CLIENT**



Tel: .

Email: .

If to **IDC International Development Corporation™**

IDC™ International Development Corporation™

ING. Christopher Feldman

19 Moulton Park Office Village

Scirocco Close, Northampton

Northamptonshire NN3 6AP - United Kingdom

Tel: ++ (44) – 700 – 699 4020

info@idc-corporation.com

www.idc-corporation.com

Any party may change its address for notices under this Agreement by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address.

8. Miscellaneous

8.1 This Agreement and the investment described in Section 1 hereof shall be deemed to have been made in, and shall be construed pursuant to the laws of the England and Wales.

8.2 The parties agree that all disputes arising out of or relating to this Agreement shall be resolved by binding arbitration conducted under the rules of the London Court of International Arbitration, as then in effect, except to the extent those rules are modified by this paragraph. Any such arbitration may be initiated by either party hereto and shall be held and conducted in the UK, before one arbitrator who shall be selected by the mutual agreement of the parties; if agreement on the selection of an arbitrator is not reached with 15 days, then such arbitrator shall be appointed by the presiding judge of any level of court in the UK.

The arbitrator appointed must be a former or retired judge, or an attorney with at least 5 years experience in handling business, financial or commercial matters in the UK. Final decision by the arbitrator must be made within 30 days from the date the arbitration proceedings are initiated;

provided that the failure to meet this condition for any reason whatsoever shall render this Section 8.2 void ab initio as to all pending or future claims arising under this agreement whether or not asserted or known, exclusive of any claims previously resolved by the final decision of an arbitration initiated pursuant to this Section 8.2. The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator for good cause determines otherwise. Costs and fees of the arbitrator shall be borne by the non-prevailing party, unless the arbitrator for good cause determines otherwise. The decision of the arbitrator shall be final and binding upon the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

8.3 Should any provisions of this Agreement for any reason be declared invalid, void, or unenforceable by an arbitrator or a court of competent jurisdiction, the validity and binding effect of any remaining portion shall not be affected, and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision(s) eliminated.

In the event of any controversy, claim or dispute between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees and costs.

8.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.5 Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the party to be bound. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver by either party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties, shall constitute a waiver of any of the waiving party's rights or any of the waiving party's obligations as to any future transactions.

Whenever the consent of either party is required under this Agreement, the granting of such consent by a party in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent shall be granted or withheld in the reasonable discretion of the party requested to provide such consent, except as otherwise specifically provided herein.

8.6 Each party's rights and remedies under this Agreement, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

Election by a party to pursue any remedy shall not exclude pursuit of any other remedy, and any election to make expenditures or to take action to perform an obligation of the other party under this Agreement, after the other party's failure to perform, shall not affect the non-defaulting party's right to declare a default and to exercise its remedies.

8.7 The person or persons signing this Agreement represent and warrant that they are authorized to sign this Agreement and all documents relating to the Agreement, including any amendments to this Agreement, on their own behalf or on behalf of their respective parties.

8.8 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, agents, officers, directors and employees. The payment obligation contained herein in favor of IDC™ may be transferred to his estate and heirs under applicable law upon his death, or during his lifetime to any company or other entity controlled by IDC™, or to any employee benefit plan or trust in which IDC™ is the sole or majority beneficiary.

8.9 The parties acknowledge and agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and that it supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

9. Special Provisions:

a). IDC™ may exercise its right at its sole decision to assign part(s) of its contractual obligations hereunder to a 3rd. party qualified provider.

b). Subject to IDC™'s outsourcing of respective European Union export promotion & export financing programs, a part of the SCFA™ Strategic Capitalization Facility described herein may be assigned to or taken over through such a financial assistance program at IDC™'s discretion, subject to the terms & conditions of such financial assistance program being identical to the terms & conditions as offered under this SCFA™ Strategic Capitalization Facility Agreement.

Legal Disclaimer:

The capitalization structure evaluated & proposed herein has been provided for the sole use by & in favor of "the CLIENT" only. The contents of this SCFA™ Strategic Capitalization Facility™ proposal do not represent any offering to the general public & are to be considered as a strictly private business transaction.

All information obtained herein / hereunder are to be treated as strictly private & confidential, not to be distributed to any 3rd. party without the prior written consent & authorization of IDC™. All rights reserved - 2006 / 2007 / 2008 IDC™ International Development Corporation, Limited™.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

For & on behalf of:

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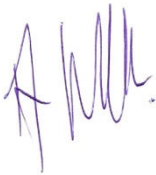
Founder & CEO

Witness:

Partner

For & on behalf of:

IDC International Development Corporation™
IDC International Development Corporation, LTD™.



Karl Krebs
Head of Treasury



ING. Christopher Feldman
Head of Investment

